of taxing in terms of gross receipts, as a means of reaching the intangible property of the corporation within the state, has frequently been declared constitutional. *Pacific Express Co.* v. *Seibert*, 142 U. S. 339; *Postal Tel. Cable Co.* v. *Adams*, *supra*. But of course the court must be satisfied that it is a *bonâ fide* taxation of property, and not a tax on the gross receipts as such.

TORTS — INTERFERENCE WITH BUSINESS OR OCCUPATION — LIABILITY FOR CONSTRAINING PLAINTIFF BY THREAT OF WRONG TO BREAK A CONTRACT. — The defendant, an ice manufacturer, at a time of great scarcity in the market threatened to break a contract to supply ice to the plaintiff, a wholesale and retail dealer, unless the plaintiff would break its contract to supply ice to a third person. The defendant's motive was a desire to sell to this third person. The plaintiff broke the contract with the third person, and the latter recovered damages from it. *Held*, that the plaintiff has a cause of action against the defendant. *Sumwalt Ice Co.* v. *Knickerbocker Ice Co.*, 80 Atl. 48 (Md.).

By the weight of authority, the making of a contract confers upon each party thereto a certain right *in rem*, so that either party has a right of action against a third person who without justification procures a breach of the contract by the other party. *Lumley* v. *Gye*, 2 E. & B. 216; *Heath* v. *American Book Co.*, 97 Fed. 533. There would seem to be no logical reason why a contracting party's rights are not equally infringed when he himself is coerced to break the contract. *Lynch* v. *Quincy*, 11 HARV. L. REV. 469. Although in the principal case the plaintiff's cause of action must arise in a sense from his own wrong, in many cases the parties have been held not to be *in pari delicto* where they were not in equal degrees of guilt or where one party had exercised undue pressure upon the other. *Gray* v. *Boston Gas Light Co.*, 114 Mass. 149; *County of La Salle* v. *Simmons*, 10 Ill. 513. Since the court could find that "the act of the plaintiff was not voluntary," the case may be regarded as a novel but logical and justifiable extension of the doctrine of liability for wrongful interference with the contract relation.

WITNESSES — PRIVILEGE AGAINST SELF-INCRIMINATION — PRIVILEGE OF CORPORATE OFFICER ORDERED TO PRODUCE INCRIMINATING BOOKS. — In an investigation by a federal grand jury, a *subpœna duces tecum* was issued to a corporation ordering it to produce certain books. These books were kept by the president, who refused to produce them on the ground that they would incriminate him personally. *Held*, that the constitutional privilege against self-incrimination does not justify such a refusal. *Wilson* v. *United States*, 31 Sup. Ct. 538; *Dreier* v. *United States*, *id.* 550.

There are authorities against these cases. *Ex parte Chapman*, 153 Fed. 371; *Rex* v. *Cornelius*, 2 Str. 1210; *Rex* v. *Purnell*, 1 W. Bl. 36. They seem, however, to be correctly decided. It is well settled that the constitutional right not to be a witness against oneself may be waived by testifying on the subject matter involved. *Fitzpatrick* v. *United States*, 178 U. S. 304; *State* v. *Nichols*, 29 Minn. 357. So one who keeps public or quasi-public records required by law waives his privilege against self-incrimination to such an extent that he may not lawfully refuse to produce them. *Bradshaw* v. *Murphy*, 7 C. & P. 612; *People* v. *Coombs*, 158 N. Y. 532; *State* v. *Donovan*, 10 N. D. 203. The right of the state to create such situations, demanding by implication a waiver of this constitutional protection, has been upheld as constitutional within wide limits. *State* v. *Davis*, 68 W. Va. 142. But *cf. People ex rel. Ferguson* v. *Reardon*, 197 N. Y. 236; *People* v. *Rosenheimer*, 128 N. Y. Supp. 1093. By virtue of the visitatorial power reserved to the state and federal government, a corporation has no privilege against self-incrimination, and, as far as the corporate entity itself is concerned, must produce evidence against itself when so ordered.